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Attorneys for Defendant, Amplity, Inc.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

RUKIYA GORDON, an individual,  
Plaintiff.

vs.

Case No.

**GREEN DECLARATION IN  
SUPPORT OF NOTICE OF  
REMOVAL OF CIVIL ACTION  
UNDER 28 U.S.C. § 1441(b)  
[DIVERSITY OF CITIZENSHIP]**

Trial Date: None Set

I, Eric Green, declare as follows:

1. I am currently employed as General Counsel & Chief Compliance Officer for Amplity, Inc., which uses the trade name of Amplity Health (hereinafter as “Amplity, Inc.”). This declaration is offered in support of Defendant Amplity, Inc.’s Notice of Removal of this action pursuant to 28 U.S.C. § 1441(b). I have personal knowledge of the facts set forth herein, and if called as a witness to testify thereto, I could competently and truthfully do so.

2. As a result of performing responsibilities in my capacity as General Counsel & Chief Compliance Officer, I know and understand Amplity, Inc.'s

1 corporate structure as well as the location of its corporate entity, its officers and  
2 senior management.

3       3. Amplity, Inc. is, and at all times alleged in the Complaint was, a  
4 corporation formed and organized in the State of New Jersey with its headquarters  
5 and principal place of business at 2080 Cabot Blvd. West, Suite 100, Langhorne,  
6 Pennsylvania, 19047.

7       4. In addition, as part of my role, I am familiar with Plaintiff Rukiya  
8 Gordon's ("Plaintiff") payroll files, which are kept in the regular course of business  
9 operations for Amplity, Inc. From April 5, 2021 through January 31, 2022,  
10 Amplity, Inc. employed Plaintiff as a Pharmaceutical Sales Representative  
11 representing a company client in California. From my review of Plaintiff's payment  
12 records provided by the Human Resources Department in the regular course of  
13 business, Amplity, Inc. paid Plaintiff a bi-weekly rate of \$2,884.63 (\$1,442.315 per  
14 week) which annualizes to \$75,000. Plaintiff was also eligible for and received  
15 bonus compensation based on her performance.

16       I declare under penalty of perjury under the laws of the United States of  
17 America that the foregoing is true and correct and that this declaration was executed  
18 on this 27<sup>th</sup> day of February, 2024, at Morrisville, North Carolina.

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Eric Green